

## Terms of Use

Effective Date: September 18, 2023

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You must be over 16 to access and use our Sites and User Platforms. If you are over 16, you agree to take full and active responsibility to prevent the use of our Sites and User Platforms by any children under 16 you may be responsible for. If you are under 16, you may not access or use our Sites or User Platforms without your parent's or legal guardian's supervision.

We may update or change the Terms from time to time, at our sole discretion, with or without notice to you. We may also update, modify or replace the Sites or User Platforms, and we reserve the right to discontinue offering access to the Sites or User Platforms. Your continued use of any part of the Sites or User Platforms constitutes acceptance of such change. Although we may endeavor to notify you when major changes are made to the Terms, you should periodically review the most up-to-date version prior to using the Sites or User Platforms. If you do not agree to any modifications of these Terms, you must not continue to use the Sites or User Platforms.

1. License Use and Restrictions.

a. License to Sites. Subject to the terms and conditions of this Agreement, we hereby grant to you the non-transferable, non-sublicensable, nonexclusive, royalty-free, limited license to access and use the Sites, without any right to re-license, sublicense, distribute, assign or transfer such rights.

In exchange, you agree that you will not, and will not facilitate, authorize, or permit any other party to:

- i. attempt to gain unauthorized access to the Sites, the server(s) on which the Sites are stored or any server, computer or database connected to the Sites;
- ii. copy or duplicate, in whole or in substantial part, the Sites, including by web scraping, text or data  
other automated device, program, tool, algorithm, code, process or methodology;
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- iv. reverse engineer, decompile or modify the Sites, in whole or in part;
- v. use the Sites or any information contained therein or results derived therefrom to develop any products or services that could be competitive with the Sites or any other products or services provided by us;
- vi.

for any reason, you agree to immediately stop using the Sites and/or User Platforms, as applicable.

2. Proprietary Rights. All information, data, graphics, photographs, format, design and other content on the Sites or in the User Platforms and interface of the Sites and User Platforms are protected by copyright law and other intellectual property laws, and are owned by or licensed to us or our



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If applicable law in your jurisdiction limits or prohibits application of some or all of the above limitations on liability, those provisions should be interpreted to limit our liability to the fullest extent permitted by applicable law.

8. One-Year Limit. You agree that, regardless of any contrary statute or law, any claim or cause of action arising out of or related to use of the Sites or User Platforms or these Terms, or alleged to arise out of or to be related to use of the Sites or User Platforms or these Terms, must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

9. Indemnification. You agree to indemnify, hold harmless, and defend (only if requested) us and our directors, officers, employees, agents, representatives a1 12 reW\*nBT/F2 0.60001 refq0.00

11. Your Comments and Feedback. With respect to any comments, suggestions, ideas for improvement, or other feedback you provide to us relating to the Sites or User Platforms

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waive any objection to venue in, the courts in the District of Columbia with respect to any dispute, disagreement or cause of action arising out of or related to the Sites or the User Platforms. YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16. Location. The Sites and User Platforms originate from the District of Columbia in the United States. Therefore,

unenforceable for any reason, such invalid, illegal or unenforceable provision shall be modified, if possible, to lawfully effect the intent of the parties and shall not affect the existence or enforceability of any other provision of this Agreement.

Please direct any questions or comments concerning these Terms to [legal@usgbc.org](mailto:legal@usgbc.org).